

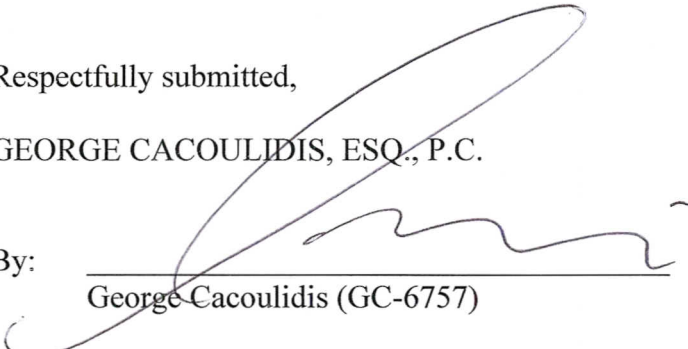
Nations clause and the Non-Competition clauses of the Agreements relative to the RLB agreement, which the Plaintiffs were fully aware of and acquiesced in the conduct of the Defendants.

WHEREFORE, The Defendants request (a) that nothing be taken by way of the Complaint, (b) that Plaintiffs be held strictly to their proofs, including without limitation (i) a violation by the Defendants of the Agreements, (ii) waiver and (iii) damages, (c) that The Defendants be awarded reasonable attorneys' fees and costs as the prevailing party under the Agreement, or otherwise, and (d) for any other relief for the Defendants as is correct, equitable and proper.

Respectfully submitted,

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By:

  
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RCSI and Donaldson Defendants.

I hereby certify that a copy of the foregoing has been served on the following by United States mail, first class, postage prepaid, this 28th day of April, 2008.

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